

1 Q. Did you understand at that time that  
2 he was going to be trying to get that money?

3 A. No, I did not.

4 Q. Is it your experience, sir, that  
5 when people tell you they believe someone owes  
6 them a large sum of money that they typically  
7 try to take steps to collect it?

8 MR. BRESSLER: I'll object to  
9 the form and the hypothetical nature of  
10 the question.

11 A. I don't have much experience in such  
12 matters, so I can't say it's my experience.

13 Q. So you're telling us then, sir, that  
14 you didn't have an expectation one way or the  
15 other upon learning that Dan Crowley believed  
16 he was owed a large sum of money, that he  
17 didn't want to prejudice that claim, that you  
18 made the decision it was between him and  
19 Cerberus, you didn't have an expectation that  
20 he was going to be trying to collect the money  
21 from Cerberus?

22 MR. BRESSLER: I'll object to  
23 the form and the compound, complex nature  
24 of the question.

25 A. I don't think I was thinking along

1 those lines.

2 Q. Did you expect that he was not going  
3 to take any steps --

4 A. No.

5 Q. -- to collect it?

6 A. As I say, I wasn't thinking along  
7 those lines.

8 Q. So the fact that Dan Crowley may  
9 have later taken steps to collect that money  
10 from Cerberus was not, in your mind, part of a  
11 breach of any fiduciary duty; is that right?

12 MR. BRESSLER: Object to the  
13 form. That's not what he said.

14 A. I hadn't thought about that.

15 Q. You're thinking about it now. Was  
16 Dan Crowley's effort to collect that money  
17 owed to him by Cerberus a breach of fiduciary  
18 duty?

19 A. In the sense that I think he should  
20 have kept me advised. He knew that this was a  
21 very touchy subject with the court and with  
22 Judge Walrath. She made that very clear. He  
23 knew that I was concerned about it. It was  
24 one of the very first things I had discussed  
25 with him.

1                   And when he -- and despite that he  
2 went ahead and had meetings or letters or  
3 telephone calls, whatever he had,  
4 communicating with Mr. Feinberg and Cerberus.  
5 I think, yes, that was not the right way to  
6 conduct things with me.

7                   Q. Did you ask him not to pursue his  
8 claim against Cerberus?

9                   A. No.

10                  Q. When he asked you -- withdrawn.

11                  When he told you he did not want to  
12 prejudice his claim against Cerberus, did you  
13 tell him that there were certain steps that  
14 you did not want him to take in pursuit of  
15 that claim?

16                  A. Yes; I laid down three basic rules.  
17 I'm not so sure I could remember them, but  
18 they are in writing in prior depositions.

19                  One, that he could not do anything  
20 for Cerberus that was inconsistent with Coram.  
21 Number two, he could not spend any time that  
22 he should be devoting to Coram in regard to  
23 Cerberus matters. And there was a third.  
24 There were three very specific things that I  
25 told him. Sitting here today I can't recall

1 all three.

2 Q. Did you ever ask him how much he was  
3 owed by Cerberus?

4 A. I don't think so.

5 Q. Did you understand that Dan Crowley  
6 was not a lawyer?

7 A. I think I understood he was not a  
8 lawyer.

9 Q. Was it your understanding --  
10 withdrawn.

11 Did Dan Crowley tell you that he  
12 continued to do certain things for Cerberus  
13 but not to be paid for that work?

14 A. He told me -- it was not so much an  
15 understanding. What he told me was that from  
16 time to time matters would arise within  
17 Cerberus which prompted Mr. Feinberg to call  
18 him to get his what I call horseback opinion.  
19 By that, he created the impression he wasn't  
20 expected to do any research. It was just to  
21 give Mr. Feinberg his intuitive response to  
22 situations that might arise as Cerberus or for  
23 Mr. Feinberg. And this was very sporadic.

24 And I said, well, if it has nothing  
25 to do with Coram and you don't have to spend

1 very much time on it, I'm not going to object  
2 to that.

3 Q. So based on those discussions you  
4 knew that he was continuing to communicate  
5 with Stephen Feinberg, correct?

6 A. From time to time -- I knew from  
7 what he said that from time to time  
8 sporadically Mr. Feinberg might call him.  
9 That's all I knew.

10 Q. So you knew then that he was still  
11 communicating with Mr. Feinberg, right?

12 A. Well, I stand on my prior answer. I  
13 can't embroider it.

14 Q. Well, it didn't come as a surprise  
15 to you at a later time to learn that he was  
16 still in communication with Mr. Feinberg, did  
17 it?

18 A. Well, when you say "in  
19 communication," yes, that was a surprise. If  
20 you ask the question did it come as a surprise  
21 that from time to time Mr. Feinberg would call  
22 him, the answer is no.

23 Q. Did it surprise you to learn that in  
24 their communications from time to time  
25 Mr. Crowley would raise with Mr. Feinberg the

1 with theirs.

2 Q. Did there come a time in March of  
3 2002, about the time you were appointed  
4 trustee, when you read Judge Walrath's  
5 opinions, one oral, one written, relating to  
6 Coram's first two proposed plans of  
7 reorganization?

8 A. There did.

9 Q. And do you recall approximately when  
10 that was in relation to your appointment?

11 A. Very early. I would say maybe the  
12 day of the appointment or the day after.

13 Q. And at that time did you become  
14 aware of the issue relating to Dan Crowley and  
15 a potential conflict of interest?

16 MR. BRESSLER: I object to the

17 form --

18 A. I did.

19 MR. BRESSLER: -- but he may  
20 answer.

21 A. Yes.

22 Q. Did you in the early period of your  
23 trusteeship review any of the underlying  
24 documents relating to this conflict of  
25 interest?

1 A. I can't recall. I may have, but I  
2 don't recall.

3 Q. Let me try to be a little bit more  
4 specific, sir.

5 Do you recall reviewing during the  
6 early part of the trusteeship the agreement  
7 between Cerberus and Mr. Crowley?

8 A. I don't recall it.

9 Q. Do you recall whether you have ever  
10 reviewed that?

11 A. Sitting here today, I can't recall  
12 that document.

13 Q. Do you recall reviewing any  
14 correspondence between Mr. Crowley and  
15 Mr. Feinberg in approximately November of  
16 1999?

17 A. Sitting here I cannot recall that.

18 Q. Do you recall reviewing the  
19 employment agreement between Crowley and  
20 Coram?

21 A. I don't recall.

22 Q. Do you recall sometime in the early  
23 part of your trusteeship reviewing any of  
24 Coram's SEC filings?

25 A. At any time during the trustee --

1 yes.

2 Q. I'm trying to focus on the early  
3 part of the trusteeship, March, April, that  
4 period.

5 A. I think I did.

6 Q. And do you recall that at that time,  
7 2002, the Cerberus/Crowley relationship was  
8 disclosed in Coram's SEC filings?

9 MR. BRESSLER: I'll object to  
10 the form. He can answer to the extent he  
11 recalls.

12 A. Do I recall sitting here, no, but I  
13 vaguely remember reading about it. Now,  
14 whether it was at that time, I'm not sure.

15 Q. After you became the trustee, you  
16 became responsible for Coram's SEC filings,  
17 correct?

18 A. That is correct.

19 Q. But you also recall having read some  
20 of the SEC filings of Coram which were made  
21 prior to your taking over?

22 A. That is correct.

23 Q. Do you recall at some point early in  
24 your trusteeship reviewing a report written by  
25 a gentleman named Harrison J. Goldin?

1 A. I do recall that.

2 Q. So you read that sometime in the  
3 early period of the trusteeship?

4 A. That is correct.

5 Q. Do you recall at some point early in  
6 the trusteeship reading Coram's original plan  
7 of reorganization that had been filed in the  
8 bankruptcy court?

9 A. Well, I read so many documents I  
10 can't sit here --

11 Q. I'm not trying to give you a memory  
12 test.

13 A. I probably did, because I read lots  
14 of material.

15 Q. We are almost at the end of this  
16 part of the deposition.

17 A. Go right ahead.

18 Q. But do you believe that you also  
19 read Coram's second plan of reorganization,  
20 its amended plan of reorganization?

21 A. I'm sure I did.

22 Q. And do you also believe that you  
23 read the disclosure statement that was filed  
24 by Coram in connection with its original plan  
25 of reorganization?

**Adams, Arlin M. - Volume I**

3/27/2007

1 A. I believe I did, but I can't be sure  
2 as to when I did except it would have been  
3 during the early days.

4 Q. Okay.

5 MR. PETERS: Let's mark this  
6 Adams 6.

7 (Adams Exhibit 6 was marked for  
8 identification.)

9 Q. Adams Exhibit 6, do you have that in  
10 front of you, sir?

11 A. I do.

12 Q. It's the disclosure statement filed  
13 by Coram in August of 2000.

14 Is this a document that you've read  
15 on a prior occasion?

16 A. It seems to be, but I'm not sure.

17 Q. There is a gentleman listed on the  
18 front named David Friedman. Do you know who  
19 he is?

20 A. I have heard of him. I don't know  
21 him.

22 Q. You have never met him?

23 A. No.

24 Q. And you have never spoken to him?

25 A. I don't have any recollection of

1 Q. You're writing this at a period of  
2 time where you have been the trustee for about  
3 ten months?

4 A. Right.

5 Q. And he has been the CEO of Coram for  
6 over three years, right?

7 A. Could be.

8 Q. And you're writing in this document  
9 about his entire tenure at Coram, correct?

10 A. Correct.

11 Q. And, in fact, you concluded that Dan  
12 Crowley was doing an extremely good job as the  
13 CEO of Coram, didn't you?

14 A. Did I say that?

15 Q. I'm not purporting to quote the  
16 document. I'm just asking you.

17 A. No, I wouldn't say extremely. I  
18 thought he was doing a pretty good job.

19 Q. From the time that you first met Sam  
20 Zell, Don Liebentritt, and Richard Levy in  
21 March of '02 through January of 2003 when that  
22 pleading was filed, they were urging you to  
23 terminate Mr. Crowley, correct?

24 A. They were.

25 Q. And during that time period they

1 were urging you to sue Mr. Crowley, correct?

2 A. I don't know about the suing at that  
3 time. The first part of your question is  
4 correct. I would have to hesitate on the  
5 second. I'm not sure.

6 Q. Don't you recall that from the first  
7 time you met Mr. Levy he was urging you to  
8 file a lawsuit against Feinberg, Crowley and  
9 others?

10 A. I think that's right.

11 Q. In fact, Mr. Levy was urging you to  
12 file a lawsuit against Feinberg, Crowley and  
13 others which branded them as racketeers,  
14 right?

15 MR. BRESSLER: I'll object to  
16 the form, but he can answer it.

17 A. He said he thought it might be a  
18 RICO violation.

19 Q. And the R in RICO stands for  
20 racketeering, correct?

21 A. Well, that's true, but he did not  
22 use that expression as applied to them.

23 Q. Well, Mr. Levy was urging you in  
24 April, May, June of 2002 to sue a large number  
25 of people including Dan Crowley under a

1 racketeering statute, correct?

2 A. That is true.

3 Q. During that time period you did not  
4 terminate Dan Crowley, correct?

5 A. That is true.

6 Q. In fact, during that time period you  
7 entered into an agreement to give him a raise,  
8 correct?

9 A. You could say that.

10 Q. And during that time period you  
11 entered into an agreement to give him a  
12 release from the very litigation that Mr. Levy  
13 was urging you to file against him, correct?

14 MR. BRESSLER: I'll object to  
15 the form, but he can answer.

16 A. Your questions, although  
17 well-intentioned, really distort the actual  
18 facts.

19 Q. Can you answer my question, please?

20 A. I think I did.

21 Q. So you thought that was a responsive  
22 answer to my question?

23 A. I do.

24 Q. Did there come a time that you  
25 reviewed a report prepared by Goldin &

1 CERTIFICATE

2 I HEREBY CERTIFY that the  
3 proceedings, evidence and objections are  
4 contained fully and accurately in the  
5 stenographic notes taken by me on Tuesday,  
6 March 27, 2007, and that this is a true and  
7 correct transcript of same.

8

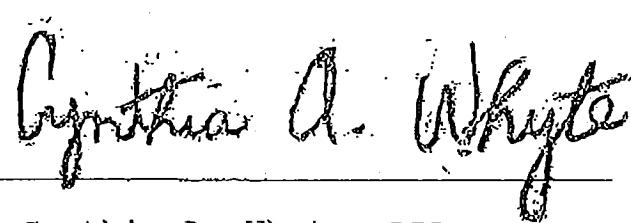
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14 Cynthia A. Whyte, RPR

15

16

17 (The foregoing certification of  
18 this transcript does not apply to any  
19 reproduction of the same by any means,  
20 unless under the direct control and/or  
21 supervision of the certifying reporter.)

22

23

24

25

Goldin, Harrison

3/21/2007

IN THE UNITED STATES DISTRICT COURT,  
FOR, THE DISTRICT OF DELAWARE

Certified Copy

ARLIN M. ADAMS, Chapter II )  
Trustee of the Post- ) Case No.  
Confirmation Bankruptcy of ) 04-1565  
Estates of Coram Healthcare )  
CORPORATION, and of CORAM, )  
INC., a Delaware corporation,) Plaintiff, )  
vs. )  
DANIEL D. CROWLEY, DONALD J. )  
AMARAL; WILLIAM J. CASEY; L. )  
PETER SMITH; and SANDRA L. )  
SMOLEY, ) Defendants. )  
-----)

Wednesday, March 21, 2007

10:20 a.m.

Deposition of HARRISON GOLDIN held at  
the offices of Cerberus Capital Management, L.P.,  
1177 Avenue of the Americas, New York, New York  
pursuant to Notice, before Danielle Grant, a  
Notary Public of the State of New York.

Goldin, Harrison

3/21/2007

1 H. Goldin

2 at this deposition, precisely when or how I

3 learned Mr. Levy's views, but I did learn his

4 views on my role fairly early on in the process.

5 And I recall becoming generally familiar with his

6 position on my role, but I do not recollect

7 specifically what it was that comprised the

8 elements or all of the elements of his views.

9 Q In the course of your work did you,  
10 at any time, make a suggestion to the Special  
11 Committee that Mr. Crowley should give up his  
12 relationship with Cerberus while he was Coram's  
13 CEO?

14 A Mr. Kipnes, I had a precise and  
15 defined role in the Coram matter. You referred  
16 me earlier in this deposition to the formulation  
17 of that role. I regarded that formulation as my  
18 charter and it was that role that I fulfilled.

19 I had very limited contact with  
20 the Special Committee of the board have the  
21 perfection and focused myself and my teams on  
22 the elements of the assignment which related to  
23 an assessment as to the impact, if any, of  
24 Mr. Crowley's conflict on the management of  
25 Coram prior to the confirmation hearing in

**Goldin, Harrison**

3/21/2007

1 H. Goldin  
2 December of 2000, relating to matters as we  
3 discussed, including valuation issues and  
4 mediation.

5 Q Did you feel constrained by the  
6 order appointing you independent restructuring  
7 advisor from recommending to the Special  
8 Committee that they insist that Mr. Crowley give  
9 up his relationship with Cerberus if you  
10 concluded that that was the best thing for Coram  
11 to do?

12 MR. BENTLEY: Objection to the form  
13 of the question.

14                   A     Mr. Kipnes, constrained is a word  
15                   that may or may not apply in this situation. I  
16                   was not a trustee. I was charged with conducting  
17                   an independent examination, and that independent  
18                   examination had a center of gravity, and that  
19                   center of gravity is the one that I described to  
20                   you in my prior answer.

21 It was not to enter general advice  
22 to the Special Committee, it was not to  
23 consider issues of good corporate governance,  
24 it was not to participate in or advise on the  
25 ongoing management of the company, all of which

**Goldin, Harrison**

3/21/2007

1 H. Goldin

2 Q Mr. Goldin, I placed before you

3 Exhibit 21 which is four pages off of the --

4 which I printed off of the Goldin Associates

5 website. I ask you to take a quick look at them

6 and let me know if you -- you don't need to read

7 the entire thing, but let me know if this is an

8 accurate portrayal on the Goldin Associates

9 website?

10 A Yes, sir.

11 Q Who at Goldin Associates headed up  
12 the Coram assignment?

13 A I did.

14 Q What was Daniel Crowley's role, if  
15 any, with respect to the Goldin Associates  
16 assignment?

17 A I don't understand what you mean by  
18 the word role.

19 Q Did Daniel Crowley have any  
20 influence on the report that you drafted?

21 A No.

22 Q Did Daniel Crowley participate in  
23 the drafting of your report at all?

24 A No.

25 Q Apart from being interviewed by you

**Goldin, Harrison**

3/21/2007

1 H. Goldin  
2 and your team in connection with the report, did  
3 Daniel Crowley do anything, as far as you know,  
4 with respect to the report you prepared?

5 A The only thing I know Mr. Crowley  
6 did was to order all of the people at Coram to  
7 give us everything we asked for.

8 Q Was it your experience that you were  
9 able to get access to all the documentary  
10 information -- evidence and information you  
11 needed to reach your conclusion?

12 A Yes, sir.

13 Q Was Goldin Associates able to  
14 interview all the individuals from Coram that it  
15 needed to interview in order to satisfy itself  
16 with respect to the conclusions in this report?

17 A Yes, sir.

18 Q Did anybody refuse to be interviewed  
19 by your team? "

20 A Not to my recollection.

21 Q Do you know who determined that an  
22 independent third party should be retained to  
23 perform the investigation that you ultimately  
24 were retained to do?

25 A I was assured it was the advisory

3-21-07 - Adams - Goldin.txt

3/29/2007

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1 H. Goldin

2 CERTIFICATE

3 STATE OF NEW YORK )

4 )ss:

5 COUNTY OF RICHMOND)

6 I, DANIELLE GRANT, a Certified  
7 Shorthand Reporter, and Notary  
8 Public within and for the State of  
9 New York, do hereby certify:  
10 That HARRISON J. GOLDIN, the  
11 witness whose deposition is  
12 hereinbefore set forth, was duly  
13 sworn by me and that such  
14 deposition is a true record of the  
15 testimony given by such witness.

16 I further certify that I am not  
17 related to any of the parties to  
18 this action by blood or marriage  
19 and that I am in no way interested  
20 in the outcome of this matter.

21 In witness whereof, I have hereunto  
22 set my hand this 29th day of March,  
23 2007.

24



25

---

DANIELLE GRANT

Adams, Arlin M. - Volume II

3/28/2007

VOLUME II  
IN THE UNITED STATES DISTRICT COURT  
FOR THE DISTRICT OF DELAWARE

Certified Copy

ARLIN M. ADAMS, Chapter 11	:
Trustee of the	:
Post-Confirmation Bankruptcy	:
Estates of CORAM HEALTHCARE	:
CORPORATION, a Delaware	:
Corporation and of CORAM,	:
INC., a Delaware Corporation,	:
Plaintiff	: CASE NO.
vs.	: 04-1565
	:
DANIEL D. CROWLEY; DONALD J.	:
AMARAL; WILLIAM J. CASEY;	:
L. PETER SMITH; AND SANDRA L.	:
SMOLEY,	:
Defendants	:

Wednesday, March 28, 2007  
9:33 a.m.

Continued videotape deposition  
of ARLIN M. ADAMS, held at the law  
offices of Schnader Harrison Segal &  
Lewis, LLP, 1600 Market Street, Suite  
3600, Philadelphia, Pennsylvania, 19103,  
pursuant to notice before Cynthia A.  
Whyte, Registered Professional Reporter  
and Notary Public.

1 Q. How?

2 A. Because as I later learned the  
3 facts, that unit was worth at least  
4 potentially and probably practically  
5 considerably more than was obtained for it in  
6 the course of the sale and that Mr. Crowley,  
7 who completed the sale, consummated the sale,  
8 therefore participated in the sale of an  
9 important unit at a price that I thought, from  
10 everything I had heard, was less than should  
11 have been obtained.

12 Q. When did you learn those facts?

13 A. Later on in the proceeding.

14 Q. How much later?

15 A. I think at the hearing, one of the  
16 hearings when it was discussed.

17 Q. What year?

18 A. Can't tell you.

19 Q. The CPS sale took place in August of  
20 2000?

21 A. Before I was appointed, yes.

22 Q. Right; late July, very beginning of  
23 August of 2000.

24 Are you aware of any facts that were  
25 known as of August 1 of 2000 that you believe

1 view is in light of the fact that a number of  
2 years later the company was sold for a lot  
3 more, I have the opinion that Mr. Crowley  
4 should have sold the company for more in 2000?

5 MR. BRESSLER: Object to the  
6 form.

7 A. No.

8 Q. How does your opinion differ from  
9 what I just said?

10 A. Because I have not seen any evidence  
11 of any real diligence by somebody in  
12 Mr. Crowley's position dealing with an asset  
13 of that value seeking to obtain the maximum  
14 price. There is a doubt in my mind that for  
15 some other reason he didn't want to enhance  
16 the value. Whether that reason was to benefit  
17 Cerberus is going to be up to a jury or a  
18 judge to decide. I think there is evidence  
19 that support that concern.

20 Q. What possible reason -- withdrawn.

21 What possible interest would  
22 Cerberus have had in selling a business unit  
23 of CPS for less than its full value?

24 MR. BRESSLER: Object to the  
25 form.

1 A. I don't know.

2 Q. Well, didn't you just suggest that a  
3 minute ago?

4 A. It's a possibility.

5 Q. What did you mean when you suggested  
6 a minute ago that Cerberus might have had some  
7 interest in CPS being sold for less than its  
8 full value?

9 A. Exactly what that word "may" means  
10 to me. It may have.

11 Q. Are you familiar with the term  
12 "fairness opinion" as applied to investment  
13 banking transactions?

14 A. I have heard of it.

15 Q. Do you know whether Deutsche Bank  
16 Alex Brown prepared and submitted to Coram a  
17 fairness opinion about the sale of CPS?

18 A. I have not seen that opinion. I  
19 accept -- if you tell me they did, I accept  
20 it, but I haven't seen it.

21 Q. Is that something that you would  
22 normally consider in assessing whether or not  
23 a business unit was sold for a fair price,  
24 whether the investment bankers had submitted  
25 to the company a fairness opinion?

1 extent that he should have, that's the big  
2 question.

3 Q. And what about the facts that you've  
4 just described constituted a breach of  
5 fiduciary duty by Mr. Crowley?

6 A. What about it?

7 MR. BRESSLER: Object to the  
8 form.

9 A. What about it? I still stand on  
10 that view. The fact that he continued to try  
11 to get a slightly better price doesn't alter  
12 the view. Why didn't he get a much greater  
13 price?

14 Q. Well, he did get a better price in  
15 the auction.

16 A. Slightly better, not very much.

17 Q. But you think he should have gotten  
18 an even better price?

19 A. I do, from what I've heard. I'm not  
20 the expert in this field.

21 Q. Turning your attention to the next  
22 paragraph, it says, "The board approved the  
23 sale unanimously. In doing so, it relied  
24 (among other things) on DBAB's," which is  
25 Deutsche Bank Alex Brown's, "opinion that the

1 sale was fair from a financial perspective."

2 MR. BRESSLER: I'm going to  
3 object.

4 Q. "In rendering its fairness opinion,  
5 DBAB used the three standard methods of  
6 valuation," and then it lists what those  
7 valuation methods are.

8 And then the last sentence of the  
9 paragraph says, "The price that Coram obtained  
10 ultimately, 41.3 million in cash, was within  
11 this range of values."

12 Do you recall reading that?

13 A. I do.

14 MR. BRESSLER: I'm going to  
15 object.

16 Q. Do you disagree with that in any  
17 way?

18 MR. BRESSLER: I'm going to  
19 object. If you want him to read the  
20 whole section, you skipped the three  
21 lines on Page 105. Let him read the  
22 whole section.

23 MR. PETERS: You know what?

24 You can object. If you want to ask him  
25 questions, you can direct his attention

1 to any part of any document you want to.

2 What you are not allowed to do is give a  
3 speech in the middle of a question.

4 Q. There's a question pending, which is  
5 do you agree with what I just read to you from  
6 that paragraph in any way?

7 A. Tell me where the paragraph is and I  
8 will read it again.

9 Q. The one that begins, "The board  
10 approved the sale unanimously" at the top of  
11 Page 106.

12 A. That doesn't affect me at all, that  
13 sentence.

14 Q. That paragraph.

15 A. Because he was in control -- no, I  
16 said that sentence.

17 Q. I said the paragraph, sir.

18 A. In doing so, it relied on DBAB's  
19 opinion that the sale was fair. In rendering  
20 its fairness opinion, DBAB used the three  
21 standards methods of valuation. The first  
22 method yielded valuations that ranged from 9.7  
23 to 145. The second yielded valuations that  
24 ranged from 13 to 61. And the third yielded  
25 valuations that ranged from 24 to 53. The

1 price that Coram obtained ultimately is in the  
2 range of values.

3 That does not change my view, no,  
4 sir.

5 Q. Okay.

6 Were you aware of the portion of the  
7 Goldin report that I just pointed out to you  
8 when you formed your opinion that the CPS sale  
9 involved a breach of fiduciary duty by  
10 Crowley?

11 A. Was I aware of this material?

12 Q. Yes.

13 A. Well, I had read it. I don't know  
14 that I zeroed in on that particular paragraph,  
15 no, I doubt if I did.

16 Q. You made reference earlier in your  
17 testimony today to some hearing where the  
18 issues relating to CPS first came to your  
19 attention. Do you recall saying that?

20 A. I don't know whether I said first  
21 came, but they came to my attention.

22 Q. Okay.

23 And you said -- you made a reference  
24 to experts and the testimony of experts at or  
25 about that time. Do you recall that?

1 own proposed plan of reorganization for Coram?

2 A. I do.

3 Q. And do you recall that in that plan  
4 there was some sort of a litigation trust set  
5 up to be funded by \$6 million?

6 A. I vaguely recall that.

7 Q. And do you recall whether or not you  
8 had an understanding that that \$6 million was  
9 to fund Jenner and Block's pursuit of this  
10 litigation, "this litigation" meaning the  
11 litigation they were proposing in 2002 that  
12 you bring?

13 A. I don't know whether they were going  
14 to limit it to that, but, if they were, I  
15 would not be surprised to hear that.

16 Q. But Mr. Levy wanted to set aside \$6  
17 million of Coram's money to pay him and his  
18 law firm to pursue certain claims on behalf of  
19 Coram?

20 MR. BRESSLER: Object to the  
21 form of the question.

22 A. In effect, yes.

23 Q. Now, you didn't -- you opposed that  
24 plan?

25 A. I didn't pursue it.

1 Q. You didn't agree with his plan,  
2 correct?

3 A. I didn't pursue it in any way. I  
4 was not interested in litigation. I was  
5 interested primarily in resolving the dispute  
6 between the two factions.

7 MR. PETERS: Mark that, but  
8 before I do that -- what is that, 23?

9 THE COURT REPORTER: 23.

10 Q. You said you were not interested in  
11 litigation; you were interested primarily in  
12 resolving the dispute between the two  
13 factions.

14 Did you ever tell Dan Crowley  
15 between March 13 of 2002 and March 30 of 2003  
16 that you were going to sue him?

17 MR. BRESSLER: Object to the  
18 form of the question.

19 You can answer.

20 A. I doubt it because I wasn't  
21 interested in pursuing that.

22 Q. Did you ever tell Mr. Crowley  
23 between March 13 of 2002 and March 30 of 2003  
24 that you were considering suing him?

25 A. I doubt it. I may have, but I doubt